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91-1905

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IN THE
SUPREME COURT OF THE UNITED STATES

October Term, 1991

No. _____

JOHN CARVER, AL SAMPSON,
BILL McCLUNG, DONALD J. MEYERS,
and MARTIN L. HAGOOD

Petitioners

v.

WESTINGHOUSE HANFORD COMPANY,
a corporation;
HANFORD OPERATIONS AND ENGINEERING PLAN

Respondents.

VOLUME 1 OF 3
APPENDIX TO
PETITION FOR WRIT OF CERTIORARI TO
THE SUPREME COURT OF THE
UNITED STATES

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

JOHN CARVER, AL SAMPSON, HERBERT BARRUS, BILL McCLUNG, LEONARD F. LUST and DONALD J. MEYERS, Plaintiffs, vs. WESTINGHOUSE HANFORD COMPANY, a corporation, and HANFORD OPERATIONS AND ENGINEERING PENSION PLAN, Defendants.	)	No. C-88-391-AAM AMENDED COMPLAINT FOR DECLARATORY JUDGMENT and INJUNCTIVE RELIEF

Plaintiffs and each of them, by this Amended Complaint, seek declaratory and injunctive relief and allege as follows:

PARTIES

1. Plaintiffs and each of them are residents of the State of Washington, residing in the Eastern District of the State of Washington. The defendant Westinghouse Hanford Company is a corporation authorized to do business within the Eastern District of the State of Washington. The defendant Westinghouse Hanford Company is also the administrator and sponsor of the Hanford Operations and Engineering Pension Plan (HOEPP), and the plaintiffs are bringing this suit against the defendant Westinghouse Hanford Company in its capacity as the administrator and sponsor of the HOEPP. (See 29 USC §1132(a)). The defendant Hanford Operations and Engineering Pension Plan is a "qualified pension plan" within the meaning of 29

USC §1001 et. seq.

JURISDICTION

2. Jurisdiction is conferred on this court by 29 USC §1132(e).

BACKGROUND

3. The plaintiffs and each of them on June 29, 1987 became employees of the defendant Westinghouse Hanford Company and they remain employees of the defendant Westinghouse Hanford Company.

4. Prior to becoming so employed with the defendant Westinghouse Hanford Company, plaintiffs were provided with written information which stated that for those employees who would accept employment with the defendant Westinghouse Hanford Company, the Hanford Operations and Engineering Pension Plan (HOEPP) would be applicable to them. The defendant Westinghouse Hanford Company

further represented that HOEPP was an amendment and a restatement of defendant Westinghouse Hanford Company's predecessors' pension plans, i.e., the Westinghouse Hanford Company pension plan, the Rockwell Hanford Operations pension plan for non-represented employees, the UNC Nuclear Industries, Inc. pension plan, and the BCS Richland, Inc. pension plan.

5. The defendant Westinghouse Hanford Company represented in written materials to the plaintiffs that employees with prior years of service under any of the above-mentioned pension plans would be treated as if those prior years of service had been earned under a single employer, i.e., the defendant Westinghouse Hanford Company, for pension calculation purposes. That, as a

condition to the applicability of this proposal to any of its prospective employees the defendant Westinghouse Hanford Company represented that certain "break in service" requirements must be met. The plaintiffs all meet the "break in service" requirements.

6. Based in part on the above-mentioned representations of the defendant Westinghouse Hanford Company, the plaintiffs accepted the defendant Westinghouse Hanford Company's offer of employment.

CAUSE OF ACTION

7. The defendant Westinghouse Hanford Company has now offered a Special Voluntary Early Retirement Program (SVERP) which must be exercised on or before July 29, 1988.

8. The plaintiffs have been

provided with forms supplied by the defendant Westinghouse Hanford Company, completion of which is necessary to elect to participate under SVERP. As a part of that application process, the applicant is required to elect to participate in SVERP in such a way that he may be precluded from claiming prior years of service in the aforementioned pension plan.

9. All of the plaintiffs have a common and mutual interest in the interpretation of their rights under HOEPP, and each of them will be substantially and irreparably damaged, either now or in the future, if they are required to accept the defendant Westinghouse Hanford Company's interpretation of their rights under HOEPP.

10. 29 USC §1132(a)(1)(b) empowers all participants or beneficiaries in a pension plan such as the HOEPP to bring a civil action to clarify their rights to future benefits under the plan. The plaintiffs herein, and each and every one of them, hereby request this court to clarify their respective rights in the HOEPP by means of this action, and to take whatever action is necessary in order to enforce their rights in the HOEPP.

11. Plaintiffs hereby request this court to rule that the provisions of the HOEPP expressly entitle the plaintiffs to have their prior years of pension service mentioned above credited for pension calculation purposes under the HOEPP, or in the alternative, that the defendant Westinghouse Hanford Company is now

estopped from interpreting and administering the HOEPP in a manner that would prevent the plaintiffs' prior years of pension service mentioned above from being credited under the HOEPP for pension calculation purposes.

RELIEF

WHEREFORE, the plaintiffs and each of them pray that this court declare their rights under HOEPP pursuant to Title 28 USC §2201, FRCP 57 and 29 USC §1132(a)(1)(B) and to grant their request for injunctive relief pursuant to FRCP 65(b), and pursuant to 29 USC §1132(a)(3) and for such other and further relief as to the court may seem just and equitable, and for an award for their costs and reasonable attorneys' fees incurred herein.

DATED: This 11th day of January,

1989.

CRITCHLOW & WILLIAMS
Attorneys for Plaintiffs

By: S/ Eugene G. Schuster

S/ Alex J. Skalbania

(Filed in U. S. District Court, E.D. of Washington, 1/17/89)

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

MARTIN L. HAGOOD, Plaintiff, vs. WESTINGHOUSE HANFORD COMPANY, a corporation, and HANFORD OPERATIONS AND ENGINEERING PENSION PLAN, Defendants.	No. C-88-582-AAM AMENDED COMPLAINT

COMES NOW the plaintiff and complains of defendant and for cause of action alleges:

I

Plaintiff is a resident of the State of Washington, residing in the Eastern

District of the State of Washington. The defendant Westinghouse Hanford Company is a corporation authorized to do business in the State of Washington and in fact is doing business within the Eastern District of the State of Washington. The defendant Westinghouse Hanford Company is also the administrator and sponsor of the Hanford Operations and Engineering Pension Plan (HOEPP), and the plaintiff is bringing this suit against the defendant Westinghouse Hanford Company in its capacity as the administrator and sponsor of the HOEPP. (See 29 USC §1132(a)). The defendant HOEPP is a "qualified employee pension plan" within the meaning of 29 USC §1001 et. seq.

II

Jurisdiction is conferred upon this court by 28 USC §2201, 29 USC §1132(e),

29 USC §1022, and 29 USC §1104.

III

Plaintiff is a former employee of the defendant Westinghouse Hanford Company (WHC), as well as a former employee of the Boeing Company, and by virtue of such service, is entitled to receive certain pension rights and benefits under the HOEPP.

IV

Because of a "consolidation" of Department of Energy (DOE) contractors at the Hanford Project in June of 1987, the defendant Westinghouse Hanford Company became the sole DOE contractor at the Hanford site, and as a result, the plaintiff became an employee of the new "consolidated" WHC as of June 29, 1987.

V

Prior to June 29, 1987, the

plaintiff received written documents from the defendant(s) which stated that for those employees who would accept employment with the defendant WHC after "consolidation", the HOEPP would be applicable to those employees. This written information further represented that the HOEPP was an amendment and a restatement of several prior pension plans, including the Westinghouse Hanford Company's previous pension plan, the Rockwell Hanford Operations pension plan for non-represented employees, the UNC Nuclear Industries, Inc. pension plan, and the Boeing Computer Services Richland, Inc. pension plan. This written information represented further that employees such as the plaintiff who had earned prior years of service that were credited for pension benefit

calculation purposes under any of the above-mentioned pension plans (the plaintiff had earned prior years of service that were credited under the Boeing Computer Services Richland, Inc. plan) would be entitled to have those prior years of service treated as if they had been earned under a single employer, i.e., as if they had been earned while in the employment of the Westinghouse Hanford Company, for pension benefit calculation purposes. This written information also contained representations that the only preconditions that a prospective employee of the new "consolidated" Westinghouse Hanford Company would have to meet in roder to have the above-described prior years of service considered for the purposes of calculating that employee's

pension benefits under the HOEPP would be for the employee to meet certain "break in service requirements", and for the employee to send in to the Westinghouse Hanford Company a "restoration of service questionnaire" asking that such prior service be restored for pension benefit calculation purposes. The plaintiff met the above-described break in service requirements, and he sent in the "restoration of service questionnaire" to the WHC in a timely manner. Calculating the plaintiff's pension benefits in the fashion that he was promised that they would be calculated by the defendant(s) would have resulted in a significant increase in the amount of pension benefits that the plaintiff would have been entitled to under the HOEPP.

VI

Based in part upon the above-mentioned representations of the defendant(s) regarding the restoration of his prior years of service for pension benefit calculation purposes under the HOEPP, the plaintiff accepted WHC's offer of employment as of June 29, 1987, at least in part in reliance upon the above-described representations, and he also continued in the Westinghouse Hanford Company's employ for some time thereafter, in part, because of his continued reliance upon the above-described representations as to the pension benefits that he would receive under the HOEPP. The plaintiff also requested an early retirement from the employment of WHC under a program that was sponsored by WHC in November of 1987, at least in part, in reliance upon the

defendant(s) representations that the plaintiff's prior years of service with the Boeing Company would be included for the purpose of calculating the amount of pension benefits that the plaintiff would be entitled to receive under the HOEPP. Mr. Hagood would not have opted to participate in such an early retirement program if he had been aware that his prior years of service with the Boeing Company would not be included for the purpose of calculating his HOEPP benefits, and Mr. Hagood has now suffered substantial and irreparable monetary damage because of his participation in the early retirement program, given the defendant(s) current interpretation and application of the HOEPP.

VII

Plaintiff has made due and proper

demand of defendant(s) for the restoration of the above-described service credits, and for the commensurate enhancement of his pension rights and benefits under the HOEPP, as he was promised that he would receive by the defendant(s), but the defendant(s) has repeatedly rejected the plaintiff's demand for the restoration of such credit and enhancement of his pension rights and benefits as described above.

VIII

Attached hereto and made a part hereof by this reference are true and correct copies of memoranda and correspondence between the plaintiff and the defendant(s) whereby plaintiff claims the credits and benefits aforesaid and whereby defendant(s) wrongfully deny the same.

IX

Under the circumstances involved herein, some or all of the written documents that were provided to the plaintiff by the defendant(s) regarding the HOEPP on or about the time of "consolidation" on June 29, 1987, including specifically the document that is entitled "Pension Plan Service Credits For Non-Bargaining Unit Employees", constituted summary plan descriptions for the purpose of 29 USC §1022.

X

Plaintiff will be substantially and irreparably damaged if he is forced to accept the defendant(s) current interpretation and administration of the HOEPP with respect to the benefits which the plaintiff is entitled to receive thereunder.

WHEREFORE, the plaintiff prays this court for judgment: that the governing provisions of the HOEPP, contained either in the HOEPP plan document itself, or in superseding summary plan descriptions of that plan, expressly entitle the plaintiff to have his prior years of pension service with the Boeing Company credited for pension benefit calculation purposes under the HOEPP, and that therefore the defendant(s) should be ordered to: restore such service credits to the plaintiff; to recalculate the future HOEPP benefits that the plaintiff is entitled to receive based upon the inclusion of those service credits for pension benefit calculation purposes; and to fully compensate the plaintiff for any monetary damages which he has already suffered because of the defendant(s)

previous erroneous calculation as to the amount of HOEPP benefits that the plaintiff is entitled to receive; that the defendant(s) denial of the relief which teh plaintiff is seeking herein constituted a breach of the defendant(s) fiduciary duties pursuant to 29 USC §1104; that the summary plan description(s) which was provided to the plaintiff by the defendant(s) violated 29 USC §1022, and therefore entitles the plaintiff to the relief which he is seeking herein; and/or that the doctrine of equitable estoppel entitles the plaintiff to the relief which he is seeking herein.

The plaintiff also prays this court for an award of his taxable costs and disbursements herein, for an award of his reasonable attorneys' fees in this

matter, and for an award of such other and further relief as to the court may seem equitable, warranted or required in the premises.

DATED: This 3rd day of February, 1989.

CRITCHLOW & WILLIAMS
Attorneys for Plaintiff

By: S/ Alex J. Skalbania

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JOHN CARVER, et al, and MARTIN L. HAGOOD,	)	No. C-88-582-AAM
Plaintiffs,	)	ORDER OF CONSOLIDATION
vs.	)	
WESTINGHOUSE HANFORD COMPANY, et al,	)	
Defendants.	)	

Upon review of the records in Hagood v. Westinghouse Hanford Co., Cause No. C-88-582-AAM, and Carver v. Westinghouse Hanford Co., Cause No. C-88-391-AAM, the court observes that these actions contain common questions of law and fact and, accordingly, that substantial economics might be achieved through consolidation. Fed.R.Civ.P. 42(a) (1988) states:

> When actions involving a common question of law or fact are pending before the court, it

> may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary cost or delay.

See also Johnson v. Manhattan Ry. Co., 289 U.S. 479 (1933). Therefore,

IT IS HEREBY ORDERED that Hagood v. Westinghouse Hanford Co., C-88-582-AAM and Carver v. Westinghouse Hanford Co., C-88-391-AAM be CONSOLIDATED. A telephone status conference is currently scheduled in the Hagood action for July 13, 1989. The scheduling order issued as a result of that conference shall govern for purposes of this consolidated action.

IT IS SO ORDERED. The Clerk is directed to enter this order and forward copies to counsel.

DONE BY THE COURT this 27th day of July, 1989.

S/ ALAN A. McDONALD
United States District Judge
(Filed 7/27/89)

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JOHN CARVER, et al and MARTIN L. HAGOOD,	)	No. C-88-391-AAM Consolidated w/: No. C-88-582-AAM
Plaintiffs,	)	AFFIDAVIT OF ALEX J. SKALBANIA
vs.	)	
WESTINGHOUSE HANFORD COMPANY, et al,	)	
Defendants.	)	
STATE OF WASHINGTON	)	
	:	ss
County of Benton	)	

ALEX J. SKALBANIA, being first duly sworn, deposes and says:

I am an attorney-at-law representing the plaintiffs in this lawsuit. I make

this affidavit in support of plaintiffs' motion for summary judgment, and to authenticate excerpts of deposition transcripts taken in this case.

Attached to this affidavit is a true and correct copy of an excerpt of the deposition of Michael Byrd which was taken on April 17, 1990 herein.

S/ Alex J. Skalbania

SUBSCRIBED and SWORN to before me this 11th day of June, 1990.

S/ Kathleen Jo Caraway
Notary Public in and for the State of Washington,
residing at Richland.

subjects.

Q All right. Did you participate in that discussion yourself?

A Yes, I did.

Q Did you take a personal position during those discussions as to how those prior years of service ought to be treated?

A If I may answer the question in rather than a yes or a no, the bargained unit plan was going to be implemented shortly, and at that point in time we didn't know when the non-bargained plan was going to be implemented. We didn't know when the consolidation was exactly going to be.

There was a thought that was prevalent that if the bargaining unit has

a plan, we want to make sure that we have at least the same benefits that that plan has in the non-bargaining plan, and if possible is there some way that we could give it some additional perk that it would separate it from the bargaining plan. That was always a thought in this discussion type of a process.

As far as my personal position and taking a position on that, I agreed that there should probably be some sort of a perk. Whether or not I totally agreed that we should link all of the service up or not, I think if you hit me on one day I might have given you a yes and

STIPULATION

A. INTRODUCTION

The following facts may be taken as true by the court for the purpose of the parties' respective motions for summary judgment, except where the existence of a dispute is indicated, in which case the positions of the respective parties should be taken as offers of proof. The parties have agreed that, for the purpose of their respective motions for summary judgment, the parties may also supplement the following facts by presenting additional consistent testimony to the court from depositions, or by presenting additional exhibits or affidavits, subject to the usual rules pertaining to the admission and use of depositions and exhibits in connection with such motions.

The parties herein have agreed to

enter into this Stipulation solely for the purpose of attempting to simplify the issues that will be presented to the court by means of the parties' respective motions for summary judgment. In the event issues remain for trial, this stipulation shall be of no further force and effect. Nor shall this negotiated stipulation have any effect or any evidentiary value in any other case. However, the parties are also in agreement that, should a trial become necessary in this matter, the parties will once again attempt to enter into a similar stipulation at that time in an effort to limit the evidence that it is necessary to present to the court.

B. ISSUE

The central issue in this lawsuit involves a dispute as to whethe

rplaintiffs are entitled to have certain periods of their prior employment recognized in the calculation of their pension benefits. The plaintiffs contend that they are entitled to receive credit for these periods of employment when their pension benefits are being calculated, and defendants contend that the plaintiffs are not entitled to receive credit for these periods of employment when their pension benefits are being calculated.

C. BACKGROUND

1. History. The Hanford Nuclear Reservation (the HNR or the "site") is under the control and management of the U. S. Department of Energy (DOE). Prior to June 29, 1987, DOE delegated the responsibility for maintaining various aspects of the day-to-day operation of

the HNR to several private contractors. These contractors included:

UNC Nuclear Industries, Inc. (UNC)
Rockwell Hanford Operations (RHO)
Pacific Northwest Laboratories (Battelle)
Boeing Computer Services Richland Operations (BCSR)
Westinghouse Hanford Co. (WHC)

2. Consolidation. In 1986, DOE decided to consolidate the primary responsibility for maintaining the day-to-day operation of the HNR in the hands of a single private contractor. In mid-December, 1986, DOE announced the selection of the defendant Westinghouse Hanford Company as the consolidated contractor. Consolidation was to be accomplished by October, 1987; this date was later advanced to June 29, 1987.

D. CONSOLIDATED PENSION PLAN

3. Prior plans. Of the many

administrative matters that had to be resolved in connection with consolidation, one group of issues involved pension plans. Prior to consolidation, each of the above-named contractors operated its own pension plan for its own employees at the HNR. Principal provisions of the old WHC plan, the old RHO plan, and the old UNC plan are summarized on Attachment A.

4. Consolidation. Since it was anticipated that the large majority of the employees at the Hanford Site would become employees of the consolidated contractor at the time of the consolidation, it was decided prior to consolidation that a new site-wide pension plan should be adopted at the time of consolidation, into which the assets of the previous pension plans on

the site would be merged. This new plan would, of course, have to be designed in order to accommodate the very different schemes of the predecessor pension plans. After it became known in December of 1986 that WHC was going to become the consolidated contractor at the HNR, and thus, hte principal sponsor of the new site-wide pension plan, WHC took the lead among the existing contractors at the HNR in negotiating with DOE over what the specific features of the new proposed site-wide pension plan would be.

5. Structure of the Plan. The new site-wide pension plan was envisioned by WHC as a "final pay" plan, with a "graduated vesting schedule". Subject to certain exceptions and qualifications, the monthly retirement benefit (based on a 10-year-certain-and-life annuity) would

be 1.6% of average monthly compensation over the "high five" compensation years, times the numbers of years (or fractional years) of employment that were recognized under the plan. With similar exceptions and qualifications, employees were 60% vested after five years of service, rising to 100% after ten years of service. Both for purposes of vesting and for purposes of calculating benefits, therefore, it is important to know what prior service "counts".

6. Prior Service. One issue that needed to be resolved by WHC when it was developing its new site-wide pension plan was the manner in which its employees, both old and new, would receive recognition under the provisions of the new pension plan for the years of service that they had previously accumulated with

WHC and/or its affiliates, and/or with the other contractors at the HNR and/or with their affiliates.

7. Initial Westinghouse Position. For several reasons, WHC initially took the position that, for the purpose of calculating an employee's benefits under the new site-wide pension plan, the plan should recognize all of an employee's prior years of service (post-1965) at the HNR with all of the contractors that are listed in Paragraph No. 1 of this Stipulation (UNC, RHO, Battelle, BCSR, and WHC).

8. DOE's Position. The Department of Energy took a different position, and its contract give it the right of final approval over the terms of the new pension plan. DOE took the position that only the years of service of an employee

that were recognized by his or her employer immediately prior to consolidation should be recognized under the new pension plan. Thus, an employee such as plaintiff Carver (see Attachment B) would be entitled to one pension under the new plan, based on the relatively brief period of service for Westinghouse and the immediate predecessor employer, and another pension under the old WHC pension plan, based on his earlier employmnet at much lower levels of income. For the typical longer-service employee, the total of these two pensions would be significantly less than if all of an employee's prior service at the HNR was linked together and treated as if it had been earned under the provisions of a single final-pay pension plan.

9. Dispute as to Vesting Credits.

There was also a dispute between Westinghouse and DOE on the subject of credited prior service for the purpose of determining the level of vesting. Westinghouse took the position that for vesting purposes ERISA required recognition of all prior service (post-1965) by employees for any of the previous contractors at the HNR or any of their affiliates (subject to certain exceptions where breaks in service were involved). DOE disagreed with WHC's interpretation of the law. Ultimately, the IRS sustained Westinghouse's interpretation of ERISA in this respect.

10. Formal Approval of Plan by DOE. The subject of credited prior service for both benefit calculation and vesting purposes was a topic of continuing discussions between WHC and DOE before

and after consolidation. Partly because of these and other issues, WHC did not adopt what is considered to be a formal plan document delineating the provisions of its new pension plan until late December of 1987. This plan document was not formally approved by DOE until March of 1989.

E. INFORMATION COMMUNICATED TO PLAINTIFFS

11. Employment History. The plaintiffs in this case were employees of predecessor DOE contractors at the Hanford site at and before consolidation. Their relevant employment histories are shown on Attachment B. At the time of consolidation, each plaintiff became an employee of WHC, with no material changes in their job duties or salaries.

12. Documents Provided to Plaintiffs by WHC. At or around the time

of consolidation, WHC provided all of the potentially affected employees of all of the contractors that are listed in Paragraph No. 1 of this Stipulation, including the plaintiffs herein, with certain documents which informed them about how the conditions of their employment would be affected if they chose to become employees of WHC at the time of consolidation. Some of these documents contained information about the new proposed pension plan that was to take effect at the time of consolidation, and these documents have been included as Attachment C to this Stipulation. The documents that are contained in Attachment C are the only written information which WHC provided to these individuals at or near the time of consolidation which informed them about

their rights under the WHC pension plan.

13. Plaintiffs' Reasonable Beliefs. Based upon these documents, at the time of consolidation and for a period thereafter, plaintiffs reasonably believed that all of their prior years of service for all DOE contracotrs operating at the Hanford site from January 1, 1965 forward would be recognized under the new WHC pension plan for benefit calculation purposes.

14. Effect of Linking of Service. The effect of such "linking of service" would have been a significant increase in the amount of pension payments plaintiffs could expect to receive on retirement, as compared with either their rights under their pension plans immediately prior to consolidation or their rights under the HOEPP as ultimately interpreted and

applied by WHC. Plaintiffs claim the amount of such increase was from several hundred dollars per month to over a thousand dollars a month.

15. Off-Site Service. Certain plaintiffs, such as plaintiffs Meyers and Hagood, would testify, and would supply further evidence to support their testimony, that they understood that all of their prior service with any affiliate of a Hanford contractor would be recognized for benefit calculation purposes, regardless of whether such service had been on or off the site or had anything to do with the DOE contract. Defendant denies that any such understanding, if it existed, was reasonable.

F. TREATMENT OF SIMILARLY SITUATED EMPLOYEES

16. The Facts. During the first

several months after consolidation, and prior to the formal adoption of WHC of the document which WHC considers to be its formal pension plan document, at least three individuals who were similarly situated to the plaintiffs retired and had their prior service (post-1965) on the site linked together for the purpose of calculating their pension benefits, even though certain portions of their prior service were not recognized for this purpose by their employers prior to consolidation. That is to say, WHC treated these employees in the way in which the plaintiffs contend they should be treated.

17. Knowledge and Conduct of Plan Administrator. Mike Byrd holds the title of Manager, Pension & Savings Investments, and serves on a day-to-day

basis as the Plan Administrator of Pension and Savings for Westinghouse Hanford Company. There is a dispute whether and to what extent Mike Byrd specifically authorized this treatment of prior service in these three cases. The plaintiffs contend that Mike Byrd specifically authorized this treatment in at least one instance. The defendant contends that Mike Byrd was unaware that the three individuals in question hasd been treated in this fashion until smoe time after their retirement. However, there is no dispute that Mike Byrd became aware of the situation of these three retirees not later than early 1988, and that WHC took no action for over a year. WHC then wrote these individuals a letter stating that the original calculation of their benefits had been mistaken and that

their benefits were being reduced.

18. Knowledge of Plaintiffs. Some of the plaintiffs were aware that all prior service (post-1965) on the site had been linked for the purpose of computing these three employees' retirement benefits under the new WHC pension plan; other plaintiffs did not become aware of this fact until this lawsuit was begun.

19. Suspension of WHC Pension Payments. Prior to consolidation, some of the plaintiffs had been receiving pension payments from WHC based upon their prior employmnet with WHC. These plaintiffs contend that their WHC pension payments were based not only upon their years of service with other Westinghouse affiliates. The defendants deny this contention. At the time of consolidation, WHC ceased making these

pension payments to the plaintiffs. Furthermore, WHC sent a letter to each one of these plaintiffs at or near the time of consolidation which stated that the pension payments that the plaintiffs were receiving from WHC were being suspended because they had become re-employed by WHC. A copy of this letter is attached hereto as Attachment D.

20. Oral Statements Made to Plaintiff Meyers. In support of his claim, the plaintiff Meyers will testify that oral statements were made to him by members of WHC's management personnel in July of 1985 to the effect that all of Mr. Meyers' prior years of service with WHC would be reconsolidated by WHC for pension benefit calculation purposes whenever Mr. Meyers returned to any subsidiary of the Westinghouse

organization, including WHC, in any kind of employment capacity. Westinghouse will not offer testimony to the contrary.

G. THE PLAN DOCUMENT ADOPTED BY WHC IN DECEMBER 1987 AND EARLIER DRAFTS

21. Terms. The plan document which was adopted by WHC in December of 1987 provides that the plaintiffs and other similarly situated WHC employees are not entitled to have their prior years of service with other Hanford contractors recognized for the purpose of calculating their pension benefits unless those prior years of service were recognized for that purpose by the employer for whom the employee in question was working immediately prior to consolidation. The pertinent provisions of this plan document are included as Attachment E.

22. Information Provided to

Employees. When the above-described plan document was adopted by WHC in December of 1987, WHC distributed to its employees a summary plan description of that plan document as required by ERISA. A copy of this document is attached as Attachment F. (An earlier summary plan description, distributed at the time of consolidation, is included in Exhibit C.) Neither the final plan document itself nor any of the earlier drafts of the document were distributed to any employee who did not specifically ask for one. Very few employees made any such request, and Westinghouse does not contend that plaintiffs obtained such documents or should have done so.

H. PLAINTIFFS' KNOWLEDGE

23. At some point not later than the first half of 1988, while still

employed by Westinghouse, each of the plaintiffs learned that Westinghouse would not calculate their retirement benefits in the manner in which plaintiffs claim they ought to be calculated. That is, each plaintiff learned WHC would not give credit under its pension plan for his prior years of service at Hanford or elsewhere unless such service had been recognized for the purpose of benefit calculation by the pension plan in which he participated immediately before consolidation. WHC based its decision in this regard upon the provisions of the plan document that was adopted in December of 1987.

I. RELIANCE BY PLAINTIFFS

24. Acceptance of Employment with WHC. Plaintiffs will testify that when they accepted offers of employment with

WHC at the time of consolidation, they did so based at least in part on their understanding as to the amount of pension benefits that they would receive if they became employees of WHC. Defendant denies that this understanding was a material factor in plaintiffs' decision to accept employment with WHC in order to continue working at Hanford.

25. Out-of-Pocket Expenses. Plaintiffs did not incur any direct monetary outlay or expenses based upon their initial understanding that all of their prior site-wide and/or other years of service would be linked together for the purpose of calculating their pension benefits under WHC's new pension plan.

26. Early Retirement. During the spring and summer of 1988, WHC offered certain of its employees, including some

of the plaintiffs in this case, a "Special Voluntary Early Retirement Program" with enhanced pension benefits. Those plaintiffs who were eligible for this program will testify that they would have participated in this program is WHC had agreed to link their prior service as they contend should have been done, but that they were financially unable to participate because WHC refused to calculate their pension benefits in this manner. Westinghouse has no evidence to the contrary.

27. Retirement. Since this lawsuit was commenced, two plaintiffs have retired from WHC. These two plaintiffs were aware, prior to their retirement, that WHC would not calculate their pension benefits upon retirement in the manner in which they contend that these

benefits should have been calculated. As a result, these plaintiffs are receiving lower monthly pension benefits than they would have received if their position had been accepted.

28. Plaintiff Meyers. Meyers would testify that based upon the oral representations made to him by WHC in 1985, he did not pursue opportunities that were available to him at that time to transfer to Westinghouse subsidiaries other than WHC because he believed he would eventually be able to become re-employed by WHC at some future time, and if he did so, his prior years of service with WHC would be re-consolidated for pension benefit calculation purposes.

29. Plaintiff Hagood. During the summer and fall of 1987, WHC had an excess of employees, and therefore, it

offered a "voluntary reduction of force" program to its employees for a limited time only. This program offered certain economic incentives to those employees who would agree to voluntarily leave WHC's employment during the period of time when the program was being offered. Plaintiff Hagood claims, and WHC denies, that plaintiff Hagood agreed to participate in this program under the belief that WHC was going to give him credit for all of his years of service with Boeing as well as all of his years of service with WHC when it was calculating his pension benefits under the new WHC pension plan. Hagood's decision to participate in this program became irrevocable upon 11/16/87. Hagood would testify that, had he known that WHC was not going to give him credit for his

years of service with Boeing when it was calculating his pension benefits, he would not have participated in WHC's VROF program, and would have continued in WHC's employment. There will be conflicting testimony on these issues.

30. Plaintiff Lust. Plaintiff Leonard Lust worked for UNC at Hanford from January, 1982 to May, 1983. This period of service was too short for him to be vested in UNC's pension plan, and Lust received no credit for this service under the pension plan of Rockwell, for whom he was working immediately prior to consolidation. (See Appendix B.) When Lust retired, Westinghouse wrote him that it was going to provide him with monthly pension payments of $49.90 based on the UNC service, in addition to other amounts to which he was entitled. These payments

were never in fact made, and Westinghouse claims that the letter was issued in mistake, through a failure to recognize that Lust was never vested in his UNC pension.

J. EMOTIONAL DISTRESS

29. All of the plaintiffs contend that they have suffered emotional distress damages as a result of WHC's actions in refusing to calculate their pension benefits in the manner in which they originally understood they would be calculated. WHC denies the existence and extent of such such damages.

K. WESTINGHOUSE'S STATE OF MIND

30. Intent. Plaintiffs were not deliberately misled by WHC concerning their pension benefits. Any inaccurate or misleading information which was provided to them by WHC was the result of

uncertainty or confusion, and was provided in good faith.

31. Circumstances Surrounding Representations. In the event of trial there will be varying testimony from different Westinghouse employees involved in pension administration about the extent to which they did or did not believe, at and around the time of consolidation and at various times thereafter, that prior site-wide service would be linked for purposes of benefit calculation. There will be varying evidence about when it became clear to particular administrative employees that prior site-wide service would not be linked, with dates ranging from June, 1987 to June, 1988. There will be testimony that because of the complexity and uncertainty of these issues, the

number of employees seeking information, the inconsistencies of prior plans and record keeping, and other administrative difficulties with consolidation, the situation in pension administration was "chaotic", at least through the end of 1987. Finally, there will be testimony from Westinghouse employees that the oral advice to persons inquiring about their pension benefits and the written material in Exhibit C were intended to be conservative.

For the Plaintiffs

CRITCHLOW, WILLIAMS & SCHUSTER

S/ Alex J. Skalbania

For the Defendants

DAVIS WRIGHT TREMAINE

S/ Marvin L. Gray, Jr.

ADDITIONAL STIPULATION

The defendants have neither sought

nor received the approval of the Secretary of Labor under 29 U.S.C. §1082(c)(8) with respect to the adoption of the formal HOEPP plan document in December of 1987. It was and is the position of the defendants that the adoption of the formal HOEPP plan document did not reduce accrued benefits of any participant, and that no such approval was required.

DATED: This 26th day of June, 1990.

S/ Alex J. Skalbania
CRITCHLOW, WILLIAMS & SCHUSTER
Attorney for Plaintiffs

S/ Marvin L. Gray, Jr.
DAVIS WRIGHT TREMAINE
Attorney for Defendants

ATTACHMENT A

SUMMARY OF PLAN PROVISIONS

Old UNC Plan

Type of plan: Defined benefit, funded entirely by employer.

Vesting: No vesting until after ten years of service; 100% vested thereafter.

Benefits: A "final pay" plan. Benefits were the actuarial equivalent of a straight life annuity equal to (total years of service for UNC at the site) times (average monthly compensation during the employee's final five plan years) times (1.4% of the first $550 plus 1.8% of the excess).

Old Rockwell Plan

Type of plan: Defined benefit, but contributory through 1984. That is, until then, employees had to contribute to the plan in order to participate each

year. Employees were not eligible to participate in their first year of service.

Vesting: No vesting in first ten years, except for return of employee's contributions. 100% vested after ten years.

Benefits: A "career average" plan, with benefits based on employee's compensation in each year of participation. The percentage of such compensation (over a low base amount) rose from 2% for the early years to 2.5% in the years immediately preceding cmopensation. The benefit thus computed was paid as a five-year-certain-and-life annuity, or the actuarial equivalent.

Old Westinghouse Plan

Type of plan: Defined benefit plan, entirely funded by employer.

Vesting: Fully vested from the outset.

Benefits: A career average plan. The benefits were based on 2.25% of each year's compensation over a low base amount. The benefit thus computed was paid as a ten-year-certain-and-life annuity, or the actuarial equivalent.

ATTACHMENT B

SUMMARY OF PLAINTIFFS' EMPLOYMENT HISTORY

John R. Carver

(a) 11/67 to 4/71 - UNC
(b) 4/71 to 4/84 - WHC - laid off
(c) 4/84 to 6/87 - UNC
(d) 6/87 to date - WHC

Immediately prior to consolidation the UNC plan recognized Carver's service during period (c) only. The service during period (a) was lost because of the break-in-service rules under UNC's plan. Carver was entitled to a separate pension under the old Westinghouse plan for period (b).

Carver contends that he should receive a single pension calculated under the HOEPP formula and based on periods (a) through (d). Westinghouse contends that Carver is entitled to one pension under the old Westinghouse plan formula

for period (b) and another under the HOEPP formula for periods (c) and (d).

Donald J. Meyers

(a) 7/57 to 8/62 - Westinghouse Electric Corp. (off-site)
(b) 8/62 to 12/64 - General Electric Corp. (Hanford)
(c) 1/65 to 12/84 - Battelle and WHC
(d) 12/84 to 4/85 - laid off by WHC
(e) 4/85 to 4/86 - RHO
(f) 4/86 to 6/87 - RHO
(g) 6/87 to date - WHC

Immediately prior to consolidation the RHO plan recognized Meyers' service during peirod (f) only. Period (e) was not recognized because under the old Rockwell plan employees were not participants in their first year of employment. In addition Meyers was entitled to a separate pension under the old Westinghouse plan for period (c), and to another pension under the Westinghouse corporate plan for period (a).

Meyers contends that he is entitled to a single pension calculated under the HOEPP formula based on periods (a) through (g), except for period (d) when he was out of work because of an involuntary layoff. Westinghouse contends that Meyers is entitled to pensions under the corporate and old Westinghouse plan formulas for periods (a) and (c), and another pension calculated under the HOEPP formula for periods (f) and (g).

Albert E. Sampson

(a) 1/65 to 11/79 - RHO and predecessor contractors
(b) 11/79 to 10/81 - UNC
(c) 10/81 to 2/83 - employed off-site in unrelated work
(d) 3/83 to 6/87 - UNC
(e) 6/87 to date - WHC

Immediately prior to consolidation, UNC recognized Sampson's service for periods (b) and (d) only. He was also

fully vested in a Rockwell pension for period (a).

Sampson contends that he is entitled to a single pension calculated under the HOEPP formula based on periods (a), (b), (d), and (e). Westinghouse contends that Sampson is entitled to a pension under the old Rockwell plan formula for period (a), and another pension under the HOEPP formula for periods (b), (d), and (e).

William E. McClung

(a) 1/65 to 12/81 - WHC and Battelle
(b) 12/81 to 10/82 - work for unrelated employer
(c) 10/82 to 6/87 - UNC
(d) 6/87 to 12/88 - WHC
(e) 12/88 to date - work for unrelated employer

Immediately prior to consolidation, UNC recognized McClung's service for period (c) only. He was also fully vested in the old Westinghouse plan for period (a).

McClung contends that he is entitled to a single pension calculated under the HOEPP formula for periods (a), (c), and (d). Westinghouse contends that McClung is entitled to one pension under the old Westinghouse plan formula for period (a) and another calculated under the HOEPP formula for periods (c) and (d).

Martin L. Hagood

(a) 3/66 to 7/73 - Boeing Co. (off-site at Kennedy Space Center)
(b) 7/73 to 5/76 - Boeing Co. (off-site at Seattle)
(c) 5/76 to 8/76 - laid off
(d) 8/76 to 11/76 - Boeing co. (off-site at Seattle)
(e) 11/76 to 1/88 - WHC (except for four months in 1979)

Immediately prior to consolidation Westinghouse recognized Hagood's service for period (e) only. He was also fully vested in a Boeing pension for periods (a), (b), and (d).

Hagood contends that he is entitled to a single pension calculated under the HOEPP formula for periods (a), (b), (d), and (e). Westinghouse contends that Hagood is entitled to a pension under the HOEPP formula for period (e) as well as his Boeing pension for periods (a), (b), and (d).

Leonard F. Lust

(a) 1/65 to 12/81 - WHC and Battelle
(b) 1/82 to 5/83 - UNC
(c) 5/83 to 7/84 - unrelated work off-site
(d) 7/84 to 7/85 - RHO
(e) 7/85 to 6/87 - RHO
(f) 6/87 to 10/88 - WHC
(g) 10/88 to date - retired

Immediately prior to consolidation Rockwell recognized Lust's service for period (e) only. Period (d) was not included because under the old Rockwell plan, employees were not participants in their first year of employment. In

addition, Lust was entitled to a pension under the old Westinghouse plan for period (a). The UNC service in period (b) was lost because Lust did not fulfill the vesting requirements.

Lust contends that he is entitled to a pension calculated under the HOEPP formula for the periods (a), (b), and (d) through (f). Westinghouse contends that Lust is entitled to a pension under the HOEPP formula for periods (e) and (f), in addition to his pension under the old Westinghouse plan for period (a).

ATTACHMENT C

PENSION PLAN SERVICE CREDITS FOR NON-BARGAINING UNIT EMPLOYEES

Of all the questions employees have been asking on our Consolidation Hotline, questions about their pension plan credits are among the most frequently asked. Many have asked whether any of their "old" pension service will be restored when Westinghouse and Boeing take over the contract on June 29.

The answer to that question is not simple. In the April 17 edition of Consolidation News, we discussed the "continuity of service" date used for vacation purposes. In this summary, we will review pension plan service credits only.

There are two types of pension plan service -- one for pension benefits and another for vesting, and they are

determined under different rules. Service for pension benefit purposes is calculated in years, months and days. But vesting service is applied in full years using the so-called "1,000 Hour Rule," which provides that in any plan year in which you are credited with at least 1,000 hours of service, you have one year of service for vesting purposes.

Many employees have service with more than one of the contractors involved in the O&E consolidation. And some also may have service with parent companies prior to transferring to Hanford. Such service may count for vesting and/or benefit purposes -- whether or not it counts for vacation purposes.

First of all, the new WHC/BCSR Pension Plan will accept the same service recognized by your "predecessor employer"

as of June 28. Additionally, those who have prior service with one or more of the other contractors involved in the O&E consolidation may also have all or a part of such service restored. These determinations will be made in accordance with the Employee Retirement Income Security Act of 1974 (ERISA) and the Retirement Equity Act of 1984 (REA). Briefly, the guidelines for restoring pension plan service are:

> Any employee who is fully or partially vested in another pension plan affected by the consolidation shall have the benefits and vesting service from that plan retained in the new WHC/BCSR plan, effective June 29.
>
> For service breaks after 1984, prior accrued pension benefit and vesting service will be restored if the period of absence did not exceed the length of prior service or five years, whichever is greater.
>
> For service breaks after 1974

> but before 1985, prior service shall be restored if the absence did not exceed the length of prior service or one year, whichever is greater.
>
> Service breaks prior to 1974 will be handled under the provisions of the plan in effect at that time.

To ensure that you receive all of the service credits to which you are entitled, we are including a questionnaire in this benefits enrollment package. Please complete and return the questionnaire if you have prior service with any of the contractors or parent companies of the contractors involved in the O&E consolidation <u>that has not been credited by your present employer</u>. Your individual case will be reviewed and you will be notified if any service adjustment is to be made. While it may take weeks or months to complete all of these individual reviews, any pension

service adjustments will be effective June 29 (retroactively, if necessary).

RESTORATION OF SERVICE QUESTIONNAIRE

When you transfer to Westinghouse Hanford Company or BCS Richland effective June 29, you will take with you the service recognized by your "predecessor employer" as of June 28. In addition, some of you may be eligible to have some prior service restored.

If you are transferring from RHO or UNC and have any prior service with WHC, BCSR, Westinghouse Electric Corporation, or the Boeing Company which has not already been credited by your present employer, such service will be restored for vacation purposes.

If you had prior service with BCSR, RHO, UNC, WHC or their parent Companies, which has not been credited by your

present employer for pension plan purposes, such service may be restored depending on the specific circumstances in each case.

If you have prior service which you wish to have considered for restoration, for either vacation or pension plan purposes, please complete the questionnaire below and return in the envelope provided.

Name: _____

Current Payroll No. _____

Social Security No. _____

Work Phone _____

Current Employer _____

Work Location _____

PRIOR SERVICE: (Other than that recognized by current employer)

Company _____

Division/Subsidiary _____

Dates of Service: From_____ to _____

Location _____

If name has changed due to marriage or other reasons, please indicate name under which service was accrued _____

PENSION PLAN
for
NON-BARGAINING UNIT EMPLOYEES
of
WHC/BCSR

June 29, 1987

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INTRODUCTION

This brochure contains the highlights of the revised multiple-employer pension plan effective June 29, 1987. You will receive a more detailed description of the plan in a few months. Since this brochure is only a summary of the formal

plan document that controls operation of the pension plan, any questions concerning the specific interpretation or administration of the plan will be resolved based on actual provisions of the formal plan document.

ELIGIBILITY

Regular full-time or part-time non-bargaining unit employees participating in their current employer's pension plan on June 28, 1987, become participants in this plan on June 29, 1987. Temporary and hourly employees are not eligible to participate. New employees or those not presently participating shall become eligible upon the later of June 29, 1987 or completion of one year of service.

ENROLLMENT

The initial enrollment date will be June 29, 1987.

Thereafter, an employee who has complied with the eligibility requirements listed above will be enrolled either January 1 or July 1 of each calendar year.

SERVICE

If you become a participant of the plan on June 29, 1987, you will receive credit for prior service in accordance with your prior plan's provisions; however, no credit will be given for service before January 1, 1965.

Service for determination of eligibility and accrued benefits begins on your employment commencement date.

Generally, you will earn service for determining your benefit amount until severance from service occurs. Credited service is capped at 40 years and no credit will be given for service after age 65.

If you become totally and permanently disabled, as determined under the Westinghouse Hanford Disability Plan, you will continue to earn credited service during your period of disability.

Your Normal Retirement Benefit - The Basic Formula

The basic formula for calculating your monthly retirement benefit is:

> 1.6 percent times your "average monthly base pay" times your pension credited service. Your "average monthly base pay" is the average of your highest sixty consecutive months of base pay as an eligible employee.

Example:

1.6% x $2,500 (60 month average) x 30 years = $1,200/month

1.6% x $3,500 (60 month average) x 30 years = $1,680/month

1.6% x $4,500 (60 month average) x 30 years = $2,160/month

Pension payments are in addition to Social Security Benefits (if eligible).

Types Of Retirement

*Normal Retirement

Normal retirement occurs at age 65 and begins on the first day of the month following the month in which you reach 65. If you reach age 65 on the first day of the month, your normal retirement date will be on that day.

Employees who reach age 65 prior to June 29, 1987, will have their retirement benefit computed on the basis of the plan in existence prior to June 29, 1987.

*Early Retirement

Early retirement may be elected at any time after reaching age 55 with at least ten years of vesting service. Early retirement benefits will be reduced by one-half of one percent per month.

The early retirement reduction will not apply if you leave employment by retiring

after reaching age 62 with at least ten years of vesting service.

*Grandfather Provision

On June 29, 1987, those employees who are at least 55 years of age or, who have age and years of pension credited service equaling at least 65 will be "grandfathered" and will receive a retirement benefit computed on the basis of either (1) the employees' plan in existence prior to June 29, 1987, or (2) the new pension plan, whichever is greater. All provisions of the plan providing the greater benefit, including eligibility for early retirement, early retirement adjustments, death benefits, and optional forms of benefit payments will apply.

*Deferred Retirement

You may defer your retirement beyond the

normal retirement age of 65. If you continue working after age 65, your pension benefit must commence the later of (1) your actual retirement; or, (2) your reaching age 70 1/2.

*Your Benefit If You Leave Before Retirement Age

If you are vested when you leave employment, you may at a later date claim the vested benefit you have earned. You may do this when you reach age 65. You may also claim your benefit at any time after reaching age 55. In which case the early retirement reduction factor will be applied.

If you should leave the company before retiring and are vested, you will be provided with a statement of your accrued benefits. You should contact the company approximately ninety days prior to the

date you wish benefits to begin.

*Vesting

A participant's accrued benefit shall vest in accordance with the following schedule:

Years of Service	Vesting Percentage
Less than 5	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

You may be entitled to credit for service with other contractors on site. For details, contact the plan administrator.

*Pension Payments

Pension payments will begin effective the first day of the month following your retirement date. The normal retirement allowance will be payable in the form of a life and ten year certain annuity.

Optional forms of benefit payments

include:

1. A life annuity;

2. A life annuity with sixty months guaranteed;

3. A one-hundred percent, seventy-five percent, or fifty percent joint and survivor annuity;

4. A combination joint and survivor annuity and five or ten year certain annuity.

Options 3 and 4 above are available only to married participants. If you are married, the fifty percent joint and survivor option will be used unless you and your spouse elect in writing to the contrary.

Lump sum distributions will be made for an accrued benefit of less than $3,500.

*Death Benefits

If you should die while you are an active

plan participant, your surviving spouse, if you are married, or your named beneficiary, if you are not married, could be eligible for a monthly benefit, or could elect a lump sum distribution. This survivor benefit could also be available if you terminate employment and die before retirement benefit payments begin.

Any questions concerning your plan should be directed to your Benefits Office.

CONSOLIDATED NEWS

Westinghouse Hanford Company

Together We Count

Volume No. 9 May 29, 1987

NEW PENSION PLAN FOR NON-BARGAINING UNIT EMPLOYEES COMING SOON IN BENEFITS ENROLLMENT PACKAGES

In just a matter of days, all employees who are expected to transfer to the new Operations and Engineering organization will receive a benefits enrollment package. For non-bargaining unit employees, these packages will include a comprehensive summary of the new WHC/BCSR Pension Plan and an explanation of how pension service credits will be determined. Brochures that describe the new Investment and Insurance Plans also will be included in the packages along with the appropriate enrollment cards and instructions for completing and returning

them.

Enrollment packages for bargaining unit employees will be very similar with the exception of the Investment and Pension Plan enrollment materials which were completed earlier this year. Therefore, enrollment cards for the Investment and Pension Plans will not be included in the packages for bargaining unit employees. Enrollment materials for the new Insurance Plan will be included. Bargaining unit employees who have questions about the Insurance Plan are encouraged to call our Consolidation Hotline (6-7727), or call one of their current employer's benefits specialists: Bob Bryant WHC/6-7620), Wendy Detrick (BCSR/6-1088), Joel Sorenson (RHO/3-1034), and Steve Miller (UNC/6-7190).

In addition to the benefits enrollment

materials that all transferring employees will get soon, everyone's package also will include a new Patent Agreement and Conflict of Interest form which must be completed and returned to the same location you return your benefit enrollment cards.

Over the past four weeks, we've present the highlights of the new benefits plans for non-bargaining unit employees in Consolidation News. But if it's details you want, you'll get that in the enrollment packages and in sitewide information meetings. Because our hardworking Benefits Task Team understands that the best communication is often face-to-face, they've planned an ambitious schedule of information meetings on the new Investment and Pension Plans during the next two weeks.

All non-bargaining unit employees are encouraged to attend one of the sessions conducted by the Benefits specialists within their current organizations. In addition to a short presentation, there will be a question-and-answer period during each meeting. (A schedule of these information meetings will be included in the enrollment packages.)

An Information Source For Employees
of BCS Richland, Inc., Rockwell Hanford
Operations, UNC Nuclear Industries, Inc.
and Westinghouse Hanford Company
Published by Rockwell Internal
Communications and
Westinghouse Communication Services.

If, for any reason, you can't attend one of these meetings, don't forget that our Consolidation Hotline (6-7727) is another good way to get answers to your questions. The employee information line is manned by our Human Resources staff from 8:00 a.m. - 4:30 p.m., Monday

through Friday.

With contract turnover just a month away, you will need to complete your enrollment cards immediately for any of these benefits. Because your enrollment cards and other forms must be returned by June 15, it is important for you to review the materials as soon as you receive your packages. (If you do not receive a package by Friday, June 5, please contact your current employer's Benefits staff.)

. . . . . .

Looking ahead . . .

* Benefits enrollment packages distributed	By June 5
* Investment/Pension Plan Information meetins scheduled	June 3 - 9
* All benefits enrollment cards and forms due	June 15

. . . . . .

BECAUSE YOU ASKED:

* Benefits coverage for employees who retire before June 29 will continue in accordance with the provisions of their current employer's benefits plans.

* Employees who retire after June 29 will be covered under the provisions of the new WHC/BCSR benefits plan.

CONSOLIDATED NEWS

Westinghouse Hanford Company

Together We Count

Volume No. 3 March 20, 1987

WESTINGHOUSE JOB OFFERS TO BE MADE IN LAYERS

If you've heard that some people are getting job offers from Westinghouse and you don't happen to be one of them, don't worry. The offers aren't going out at the same time -- they will be made in layers, starting from the top down.

On March 2, Westinghouse delivered to DOE the first draft of the new organizational plan which identified the positions, but not the individuals who will hold them. Westinghouse senior managers are now in the process of selecting people for the management positions reporting directly to them.

Level by level, this selection

process will continue until all of the management teams and the individuals within their groups have been identified. All management assignments and rosters for the new organization are expected to be completed by May 1. This target date is important because it coincides with budget planning for fiscal year 1988.

In making their personnel selections, Westinghouse managers are considering the specific requirements for each job and reviewing the potential candidates. They are gathering feedback from the individuals' current managers, reviewing personnel records, and to the extent possible, personally interviewing potential candidates.

While managers will be receiving offer letters over the next two months, it is likely that non-management